

**TRANSMITTAL AND NOTICE OF APPROVAL OF  
STATE PLAN MATERIAL**  
FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 1 — 0 2 6

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL  
SECURITY ACT (MEDICAID)TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2001

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 01 \$ 12b. FFY 02 \$ 37

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 12 to Attachment 4.16-A,  
pages 1 through 99. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION  
OR ATTACHMENT (If Applicable):Supplement 12 to Attachment 4.16-A,  
pages 1 through 7 (MS-00-13)

10. SUBJECT OF AMENDMENT:

Renewal of agreement with state Title V agency for enhanced obstetric discharge planning  
services

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT☐ OTHER, AS SPECIFIED:☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

September 5, 2001

16. RETURN TO:

Director  
Department of Human Services  
Hoover State Office Building  
Des Moines, IA 50319-0114

## FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

09/10/01

18. DATE APPROVED:

OCT 31 2001

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 01 2001

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Nanette Foster Reilly

22. TITLE:

Acting ARA for Medicaid &amp; State Operations

23. REMARKS:

cc:  
Rasmussen  
Anderson  
COSPA CONTROL  
Date Submitted: 09/05/01  
Date Received: 09/10/01

INTERAGENCY AGREEMENT  
  
BETWEEN THE  
  
IOWA DEPARTMENT OF HUMAN SERVICES  
  
AND  
  
IOWA DEPARTMENT OF PUBLIC HEALTH  
  
FAMILY AND COMMUNITY HEALTH DIVISION

July 1, 2001

through

June 30, 2002

TN No. MS-01-26  
Supersedes TN No. MS-00-13

Approval Date OCT 31 2001  
Effective Date JUL 01 2001

IOWA DEPARTMENT OF HUMAN SERVICES  
Division of Medical Services  
and  
IOWA DEPARTMENT OF PUBLIC HEALTH  
Family & Community Health Division

This Agreement is entered into this first day of June 2001 by and between the Iowa Department of Human Services and the Iowa Department of Public Health, Division of Family and Community Health, Family Services Bureau

**Duration of the Contract**

The period of the Agreement shall be from July 1, 2001 to June 30, 2002.

**Statement of Purpose:**

To develop an enhanced obstetric discharging planning service for women delivering in hospitals in Iowa [hereafter referred to as the Iowa Review of Family Assets] and whose care is provided through the State's Medicaid Program in order to:

1. Develop the capacity of hospitals that provide maternity services to assure that new mothers and children receive essential, individualized information and services prior to hospital discharge.
2. Assess the need of new mothers and their families for community-based family support services.
3. Provide women and children during the postpartum period with ready access to community-based resources to enhance their health and well-being.
4. Provide women and children during the postpartum period with ready access to community-based resources that can assist them achieve or maintain economic self-sufficiency.
5. Facilitate continuity of postnatal care for mothers and children including identification of a medical home for continuing health care.
6. Develop and maintain capacity of local hospitals to provide information and care coordination to Medicaid clients.
7. Strengthen the ability of local communities to assess the need for services to new families and to provide needed services to promote and maintain their health and well-being.

The Iowa Department of Public Health agrees to:

1. Pilot test a screening instrument to assess families' potential need for community-based support services to maintain and promote the health and well-being of mothers and children.

TN No. MS-01- 26  
Supersedes TN No. MS-00-13

Approval Date OCT 31 2001  
Effective Date JUL 01 2001

2. Pilot test a screening instrument to assess families and identify those who because of risk factors may need enhanced Medicaid services, e.g. Home Visiting.
3. Pilot test a computerized system for matching and connecting women and children who need and desire services with local service providers.
4. Conduct an evaluation of how effective the system is in identifying families who may benefit from learning about programs and linking them to those programs, e.g. Medicaid, Early Access
5. Develop a capacity within the system to generate standardized reports on the aggregated characteristics, health problems, and service needs of families delivering in Iowa hospitals.
6. Pilot test the system in a selected group of hospitals and make necessary modifications.
7. Develop a standardized hospital-based process for administering the screening instrument and training staff in its use as part of routine obstetric discharge assessment and
8. Expand the existing database of existing community-based resources and services that address family needs to include all counties in the state, establish mechanisms to assure broad access to this information, and develop a way to maintain and regularly update it.
9. Install the system and train the staff in all Iowa hospitals with obstetric services.
10. Provide state matching funds for these activities.

**Budget**

	Total	IDPH State Match	Federal
Project Director (0.2 FTE)	\$ 36,217	\$18,109	\$ 18,109
Community Health Consultant (1.0 FTE)	54,464	27,232	27,232
Management Analyst (1.0 FTE)	38,574	19,287	19,287
Project Intern (0.5 FTE)	11,066	5,533	5,533
Software Development & System Maintenance	48,000	24,000	24,000
Resource Inventory/Database	20,000	10,000	10,000
Evaluation Consultation	64,000	32,000	32,000
Equipment	6,500	3,250	3,250
Printing, Supplies, Postage	8,000	4,000	4,000
TOTAL	\$286,821	\$143,410	\$143,410
Medicaid % of Population—34.3 %			
TOTAL	\$ 98,380	\$ 49,190	\$ 49,190

TN No. MS-01-26  
Supersedes TN No. MS-00-13

Approval Date Oct 21 2001  
Effective Date Jul 01 2001

### Compensation

The IDPH will be paid for the services described in this agreement a fee not to exceed \$49,190 (federal match) for the Agreement period. This shall be the total compensation paid to the IDPH. The IDPH shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement. The IDPH will, however, be reimbursed, at the rates authorized by the Department of Revenue and Finance, for authorized expenses incurred in the course of traveling authorized by, and on behalf of the State.

The IDPH shall submit an invoice to the Department for goods and services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in less than 60 days, as provided in Iowa Code Section 421.40. Claims must be submitted to:

Sally Nadolsky  
Department of Human Services  
Hoover State Office Building  
Des Moines, IA 50319

The Department of Human Services agrees:

1. To participate in the planning and oversight of the Iowa Review of Family Assets program.
2. To engage participating hospitals through Medicaid contracts which support the implementation of the Iowa Review of Family Assets.
3. To support the integration of the Iowa Review of Family Assets into IowaAccess.

### General Provisions:

This agreement may be amended or modified at any time by written mutual agreement between DHS and IDPH.

1. Either party may terminate this agreement written notice of intent to terminate sixty days (60) in advance of desired termination date. In the event of such termination, IDPH shall be reimbursed by DHS only for these allowable costs incurred or encumbered prior to the termination date.
2. In the event of unlawful, unauthorized or excess expenditures incurred by IDPH in the performance of this agreement, DHS will terminate the agreement if necessary and IDPH will be liable for these expenditures.

TN No. MS-01- 26  
Supersedes TN No. MS-00-13

Approval Date  
Effective Date

OCT 31 2001  
JUL 01 2001

3. The performance of DHS of any of its obligations under the contract shall be subject to and contingent upon the availability of federal and state funds for such purposes. If DHS deems that funds lawfully applicable to this agreement shall not be available at any time during the agreement term, DHS may issue a termination notice to IDPH at least 90 days prior to the effective date that funds to continue this agreement will no longer be available. The obligations of the parties hereto shall end as of the date specified in the termination notice, and the agreement will be considered canceled.

4.

**Federal Audit**

IDPH will, upon request, assist DHS in responding to any audit exception from HCFA. If any amount is disallowed by HCFA due to the fault of IDPH, the amount disallowed will be borne by IDPH, and refunded to DHS promptly upon due notification.

**Confidentiality**

DHS and the IDPH shall comply with all applicable federal and state laws and regulations regarding the confidentiality of all client records, and the information contained therein. DHS and the IDPH also agree to obtain written consent from the client, provider and/or authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

**Restriction on Use of Funds**

No federal appropriated funds have been paid or will be paid on behalf of the Department or the IDPH to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

TN No. MS-01- 26  
Supersedes TN No. MS-00-13

Approval Date 007 01 2001  
Effective Date JUL 01 2001

**Contact Persons**

The contact person for this agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management, and M. Jane Borst, IDPH Family Services Bureau/MCH.

**Agreement Administration****A. Compliance with Equal Employment and Affirmative Action Practices**

The IDPH shall comply with all provisions of federal state, and local laws, rules, and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. This includes but is not limited to Equal Employment Opportunity provision, Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, and civil rights rules and regulations. The IDPH, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The IDPH shall insure that its employees, agents and subcontractors comply with the provisions of this clause.

- B. **Compliance with Laws and Regulations.** The IDPH, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The IDPH, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- C. **Solicitation.** The IDPH warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- D. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- E. **Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- F. **Confidentiality.** Both parties shall comply with all applicable federal and state laws and regulations regarding maintaining the confidentiality of all client records, and the information contained therein. DHS and IDPH also agree to obtain written consent from the client, provider and/or other authorized representative, for the release of information to any individual or entity not associated with the administration of the program.

OCT 8 1 2001

TN No. MS-01- 26  
Supersedes TN No. MS-00-13

Approval Date  
Effective Date

JUL 0 1 2001

G. **Lobbying.** No federal appropriated funds have been paid or will be paid on behalf of the Agreement to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

H. **Records Retention and Access.** The IDPH shall maintain, records, and documents which sufficiently and properly document and explain all charges billed to the DHS throughout the term of this Agreement for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.

I. **Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

J. **Supersedes Former Agreements or Agreements.** This Agreement supersedes all prior Agreements or Agreements between the DHS and the IDPH for services and products provided in connection with this Agreement.

K. **Executive Order Compliance.** The contractor must comply with all provisions of Executive Order #1 1246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.

L. **Counterparts.** The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

M. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DHS and the IDPH, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

TN No. MS-01-26  
Supersedes TN No. MS-00-13

Approval Date  
Effective Date

OCT 31 2001  
JUL 01 2001



- N. **Obligations Beyond Agreement Term.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the DHS and the IDPH incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- O. **Notices.** Notices under this Agreement shall be in writing to the individual at the address as it appears. The effective date for any notice under this Agreement shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:
- P. **Health Insurance Portability and Accountability Act of 1996.** The IDPH shall comply with the security of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the accompanying regulations when final. The proposed regulations are published in the Federal Register, Volume 63, pages 43242 through 43280 dated August 12, 1998. The final regulations will be codified at 45 CFR Part 142.

The IDPH shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 82829, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164.

The IDPH shall perform electronic transactions in compliance with the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000. The final regulations will be codified at 45 CFR Part 160 and 162.

### **Tobacco Smoke**

Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal

TN No. MS-01-26  
Supersedes TN No. MS-00-13

Approval Date  
Effective Date

OCT 31 2001  
JUL 01 2001

funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity

## EXECUTION

In witness whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Jesse Rasmussen  
Director  
For and on Behalf of the  
**Iowa Department of  
Human Services**

By: 

Date: 7-25-01

Stephen Gleason, D.O.  
Director  
For and on Behalf of the  
**Iowa Department of  
Public Health**

By: 

Date: 07/18/01

TN No. MS-01- 26  
Supersedes TN No. MS-00-13

Approval Date OCT 31 2001  
Effective Date JUL 01 2001